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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

Alexandria Division

STEVE WEINBERG, Plaintiff,	)	
v.	)	Civil Action No. 06-0611
JERALD SOWELL, Defendant.	)	

ORDER

This matter comes before the Court on the National Football League Players Association's (NFLPA) Motion to Intervene pursuant to Fed. R. Civ. P. 24(a)(2). Plaintiff is a certified NFLPA Contract Advisor. Defendant is a player in the National Football League (NFL), who employed Plaintiff as his Contract Advisor from 1996 to 1998. In 2002 Plaintiff filed a grievance against Defendant with the NFLPA for fees he was not paid in 1998. Plaintiff's grievance was submitted to arbitration pursuant to the NFLPA Regulations Governing Contract Advisors (NFLPA Regulations), which provide that NFLPA arbitration is the exclusive method for resolving disputes that arise from the enforcement of fee agreements between NFL players and their Contract Advisors. NFLPA Regulations, § 5.A.3, http://nflpa.org/Agents/main.asp?subPage=Agent+ Regulations. The NFLPA arbitrator dismissed Plaintiff's grievance after finding that it was untimely. Plaintiff now seeks to vacate the NFLPA arbitration award entered in favor of Defendant and have the Court appoint a new arbitrator. The NFLPA seeks to intervene in this matter to protect its interest in the integrity of its arbitration system. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 (2000).

Rule 24(a)(2) provides that upon timely application, any applicant may intervene in an action if the applicant has an interest in the property or transaction that is the subject of the action, disposition of the matter may impair or impede the applicant's ability to protect that interest, and the applicant's interest is not adequately represented by the existing parties. Fed. R. Civ. P. 24(a)(2). It is uncontested that the NFLPA's Motion to Intervene is timely, therefore, the only issue before the Court is whether the NFLPA satisfies the substantive elements of Rule 24(a)(2).

The NFLPA has a clear interest in the NFLPA arbitration award that is the subject of this action. As the exclusive collective bargaining representative of NFL players, the NFLPA has an interest in ensuring the viability of its NFLPA Regulations, namely that all fee disputes between NFL players and Contract Advisors are resolved through NFLPA arbitration, and that Contract Advisors do not file lawsuits against NFL players regarding matters that are subject to NFLPA arbitration. NFLPA

Regulations, §§ 3.B.18, 5.A.3, http://nflpa.org/Agents/main.asp?subPage=Agent+Regulations; see Newport News Shipbuilding & Drydock Co. v. Peninsula Shipbuilders' Ass'n, 646 F.2d 117, 120-22 (4th Cir. 1981) (holding that the NLRB had a right to intervene to protect its interest in being the primary tribunal for the adjudication of unfair labor practices).

Disposition of this matter may impair or impeded the NFLPA's ability to enforce the provisions of the NFLPA Regulations regarding the arbitration of fee disputes Contract Advisors and NFL players. The NFLPA has established an arbitration system that provides for mandatory arbitration of all fee disputes between NFL players and Contract Advisors through an arbitrator selected by the NFLPA. NFLPA Regulations, §§ 5.A.3, 5.D, http://nflpa.org/Agents/main.asp?subPage=Agent+ Regulations. An order by this Court vacating the disputed arbitration order and naming a new arbitrator would directly impair and impede the NFLPA's ability to enforce the NFLPA Regulations.

Finally, the NFLPA's interest in the viability of its arbitration system is not represented by the parties. The NFLPA's position regarding the validity of the challenged arbitration award is directly contrary to that of Plaintiff. While Defendant seeks the same final outcome as the NFLPA, affirmation of the challenged arbitration award, he does not adequately represent the interests of the NFLPA. Defendant merely seeks to avoid financial liability to Plaintiff, whereas the NFLPA seeks to maintain the integrity of the NFLPA Regulations as they currently apply to the entire body of NFL players and Contract Advisors. Therefore, for the reasons stated above and those stated from the bench, it appears to the Court that the NFLPA has a right to intervene in this matter pursuant to Rule 24(a)(2), and it is hereby

ORDERED that the NFLPA's Motion to Intervene is GRANTED.

Claude M. Hilton
UNITED STATES DISTRICT JUDGE

Alexandria, Virginia
June 22, 2006